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contract is illegal. The corrupt agreement with the agent would seem to be merely collateral to the main contract, and not so closely connected with it as to render it illegal. *City of Findlay v. Pertz*, 66 Fed. 427. The better view would hold the contract valid but voidable at the option of the defendant, as in cases of fraud. The defendant may then rescind the contract, return the goods and sue in tort for any damages he has suffered. *Young v. Hughes*, 32 N. J. Eq. 372. Or he may affirm the contract and claim the bonus, from the agent if it has been paid over to him; if not, from the plaintiff. *Grant v. The Gold, etc., Syndicate*, [1900] 1 Q. B. 233. To allow the defendant to keep the goods and to pay nothing for them seems erroneous.

INJUNCTIONS — NATURE AND SCOPE OF REMEDY — STREET RAILWAY ENJOINED FROM DECREASING ITS SERVICE. — The defendant railway threatened to decrease the number of cars on one of its lines from one every ten minutes to one every twenty minutes. The attorney-general applied for a decree enjoining it from running a smaller number of cars than at present. The lower court granted a permanent injunction. *Held*, that the injunction is proper. *Territory of Hawaii v. Honolulu Rapid Transit & Land Co.*, Sup. Ct. of Hawaii, Jan. 20, 1908.

It may be taken as an elementary principle that equity should not intervene except in the absence of an adequate remedy at law. It would seem that the court should be especially careful in a case like this because of the hesitation which is usually felt over granting a mandatory injunction. See 12 HARV. L. REV. 95. Further, it is submitted that there is an adequate remedy by *mandamus*. The facts in this case appeared to the court to show clearly that it was the statutory duty of the railroad to maintain the more frequent service. It is no objection that the statute does not order a specific number of cars, so long as the duty is clear and the railway fails to perform it. *Mandamus* has been frequently granted in analogous cases. *Indiana v. L. E. & W. Ry.*, 83 Fed. 284; *People v. Troy & Boston Ry.*, 37 How. Pr. (N. Y.) 427. Since the duty is owed to the public, suit may properly be brought by the attorney-general in their behalf. *Florida v. Johnson*, 30 Fla. 433. It would seem, therefore, that this is not a proper case for an injunction, negative in form but mandatory in substance.

INSURANCE — DEFENSES OF INSURER — EXECUTION OF INSURED FOR CRIME. — A insured his life with the defendant company under a policy which contained no provision against death at the hands of justice. He committed a murder, and was convicted and executed therefor. His executor sought to recover on the policy. *Held*, that he can recover. *Collins v. Metropolitan Life Ins. Co.*, 83 N. E. 542 (Ill.). See NOTES, p. 530.

INTERSTATE COMMERCE — ELKINS ACT — RECEIVING ILLEGAL CONCESSIONS FROM PUBLISHED RATES A CONTINUING CRIME. — The defendant carrier's contract with the defendant shipper called for transportation at rates which necessitated concessions, owing to a subsequent change in the published rates. The concessions were obtained and the goods delivered to the carrier in Kansas. The prosecution was instituted in a district of Missouri through which the goods were transported. *Held*, that the concessions so granted were a violation of the Elkins Act, and that the court has jurisdiction, since receiving such concessions is a continuing act. *Armour Packing Co. v. United States*, 209 U. S. 56.

For a discussion of this case in the lower court, see 21 HARV. L. REV. 135.

LIMITATION OF ACTIONS — ACCRUAL OF ACTION — ACTION BY OWNER OF FUTURE INTEREST IN PERSONALTY. — The defendant bank assisted the owner of a life interest in several of its shares to sell the shares outright. *Held*, that the statute of limitations began to run against the owner of the future interest from the date of the sale. *Yeager v. Bank of Kentucky*, 106 S. W. 806 (Ky.).

A mere trespasser on land cannot be sued by the remainderman and conse-